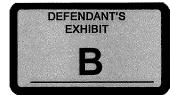
IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE NASHVILLE DIVISION



CHELSIE NITSCHKE and CYNTHIA	§	
GEORGE,	§	
	§	
Plaintiffs,	§	
	§	Case No. 3:24-cv-00218
V .,	§	
	§	JURY DEMANDED
BLUE HILLS HOLDINGS, LLC;	§	
BNA INVESTMENTS, GP;	§	Judge William L. Campbell, Jr.
BACAR CONSTRUCTORS, INC.;	§	Magistrate Judge Jeffery S. Frensley
and 906 STUDIO, PLLC,	§	
	§	
Defendants.	§	
	§	

AFFIDAVIT OF CATHERINE NEAL

Comes now the Affiant, Catherine Neal, who after being duly sworn states as follows:

- 1. I am over the age of eighteen and competent to give testimony.
- 2. In this Affidavit, I have provided such testimony based on my personal knowledge.
- 3. My name is Catherine Neal, and I am the Vice President of Client Services for Elmington Property Management, LLC ("Elmington").
- 4. Elmington was retained to operate, manage, and market the apartment complex known as The Radius at Donelson, located at 2301 Lebanon Pike Nashville, Tennessee 37214 (the "Property") beginning on April 1, 2021 and continuing until July 29, 2022.
- 5. During this time, I held the position of Director of Client Services for Elmington. In this role, I was responsible for keeping a bird's eye view of the operations at the Property, including tracking the lease-up metrics.

- 6. As property manager for the Property, Elmington was responsible for creating, collecting, and maintaining financial reports, operating reports and other records related to management of the Property.
- 7. Elmington was also responsible for the lease-up of the Property, including marketing rental units to the public, reviewing tenant applications, filling vacant Units, collecting rent, handling tenant relations, coordinating the move-in process, and negotiating renewals and extensions of leases.
- 8. Throughout the course of the lease-up for the Property, Elmington's site team at the Property created and maintained Rent Roll Reports, which set forth the occupancy status, tenant names, move-in dates, lease start dates, lease end dates, and market rent for each Unit within the Property.
- 9. Elmington performed these property management services, as well as others, which are described in the Property Management Agreement between Blue Hills Holdings, LLC and Elmington (the "Property Management Agreement"), a true and correct copy of which is attached to my Affidavit as *Exhibit A*.
- 10. The Rent Roll Reports were included in the Monthly Financial and Operating Reports for the Property that Elmington transmitted to the owner of the Property each month, beginning when the Property opened in July 2021.
- 11. In my role, I periodically reviewed the Rent Roll Reports to ensure that the Property was meeting its operational objectives.
- 12. I can attest to the authenticity of the August 2021 Rent Roll Report for the Radius at Donelson (the "August 2021 Rent Rolls"), a true and correct copy of which is attached to my Affidavit as *Exhibit B*.

- 13. I can attest to the authenticity of the October 2021 Rent Roll Report for the Radius at Donelson (the "October 2021 Rent Rolls"), a true and correct copy of which is attached to my Affidavit as *Exhibit C*.
- 14. I can also attest to the authenticity of the February 2022 Rent Roll Report for the Radius at Donelson (the "February 2022 Rent Rolls"), a true and correct copy of which is attached to my Affidavit as *Exhibit D*.
- 15. The August 2021 Rent Rolls, October 2021 Rent Rolls, and the February 2022 Rent Rolls were made and kept in the course of the regularly conducted activity of Elmington as part of its duties and obligations as the property manager for the Property during the timeframe when these reports were made.
- 16. Likewise, the August 2021 Rent Rolls, October 2021 Rent Rolls, and the February 2022 Rent Rolls were created on August 28, 2021, October 27, 2021, and February 28, 2022, respectively, by Elmington team members with knowledge of the details contained on each report.
- 17. As detailed on these reports at *Exhibit D*, Unit 101, the last unoccupied individual apartment Unit within the Property that was made available for rent was occupied by a tenant on January 10, 2022.
- 18. I can attest to the authenticity of the Property Management Agreement, which was entered into and maintained in the course of Elmington's regularly conducted activities as property manager for the Property between April 1, 2021 and July 29, 2022.

FURTHER THE AFFIANT SAYETH NOT.

CATHERINE NEAL

STATE OF TENNESSEE)	
COUNTY OF Davidson)	

Sworn to and subscribed before me this 18 day of November, 2024.

Notary Public

My commission expires: 10 04 2021





ELMINGTON PROPERTY HARVAGENERS

PROPERTY MANAGEMENT AGREEMENT

BETWEEN

Blue Hills Holdings, LLC (OWNER)

and

ELMINGTON PROPERTY MANAGEMENT, LLC (AGENT)

For Property known as:

Radius at Donelson Apartments 128 units

Located at:

2301 Lebanon Pike Nashville, TN 37214

Beginning _____

Ending _____

MANAGEMENT AGREEMENT

This Agreement is made and entered into effective as of the day of ,2021, by and between Blue Hills Holdings, LLC a Tennessee limited liability company ("Owner") and ELMINGTON PROPERTY MANAGEMENT, LLC, a Tennessee limited liability company ("Agent"). In consideration of the mutual terms and conditions hereinafter set forth, the parties agree as follows:

ARTICLE 1 Appointment of Managing Agent

- Appointment and Acceptance. Owner appoints Agent as exclusive Agent for the 1.1 management of the property described in Section 1.2 of this Agreement, and Agent accepts the appointment, on the basis of the terms and conditions set forth in this Agreement.
- Description of Property. The property (the "Property") to be managed by Agent under 1.2 this Agreement consists of one or more multifamily buildings located in Nashville, TN, being more specifically described as follows:

ADDRESS(ES):

2301 Lebanon Pike Nashville, TN 37214

NO. OF UNITS:

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Term. The term of this Agreement shall be for an initial period of 1 (one) year (the 1.3 "Initial Term") from the date hereof, until the 1 (one) year anniversary thereof, and thereafter this Agreement shall automatically renew on an annual basis for an additional year unless terminated by either party with a minimum of 30 (thirty) days' notice.

ARTICLE 2 Bank Accounts

- 2.1 The various bank accounts established under this Agreement, including General. without limitation, the accounts referenced in Sections 2.2 through 2.4 below, shall at all times be established in Owner's name but under Agent's control. Agent's designees shall be the only parties authorized to draw upon such accounts. No amounts deposited in any accounts established under this Agreement shall in any event be commingled with any other funds of Agent.
- Operating Account. Agent shall establish a separate account (the "Operating Account"), 2.2 separate and apart from Agent's corporate accounts, for the deposit of receipts collected as described herein, in a bank or other institution whose deposits are insured by the federal government. Unless Owner instructs otherwise in writing, such depository shall be selected by Agent. Agent shall not be held liable in the event of bankruptcy or failure of such depository. Funds in the Operating Account shall remain the property of Owner subject to disbursements by Agent as authorized by and described in this Agreement.

- 2.3 Operating and Payroll Cash Reserves. Immediately upon commencement of this Agreement, Owner shall remit to the Operating Account an amount equal to half of the Property's one-month projected average operating expenses (the "Operating Reserve"). Should the operating account balance fall below the "Operating Reserve," and should Agent request to have the account funded to the "Operating Reserves" balance, Owner agrees to fund as requested. Nothing in this Section shall limit Owner's obligations to fund the Property's operating deficits or other financial obligations further described herein.
- 2.4. <u>Security Deposit Account</u>. Agent shall, if required by law, maintain a separate interest-bearing account for tenant security deposits. Such account will be carried in the Owner's name and designated of record as being the Security Deposit Account for the Property. Such account shall be maintained in accordance with applicable state or local laws, if any. Collection of tenant security deposits shall be further governed by Section 4.3 of this Agreement.
- 2.5 <u>Tax Identification Number</u>. In order to facilitate Agent's ability to establish and maintain the bank accounts described herein, Owner represents and warrants that its tax identification number is 83-4275835.

ARTICLE 3 Leasing and Renting

- 3.1 Agents Authority to Lease Property. Agent shall use reasonable efforts to keep the Property rented by procuring tenants for the Property. Agent is authorized to investigate prospective tenants, to negotiate, prepare and execute all leases, including all renewals and extensions of leases (and expansions of space in the Property, if applicable), and to cancel and modify existing leases. Agent shall execute all leases as agent for the Owner. All leases shall be negotiated on an arms-length basis. All costs of leasing shall be paid out of the Operating Account. The form of the lease shall be agreed upon by Owner and Agent.
- 3.2 <u>No Other Rental Agent</u>. During the term of this Agreement, Owner shall not authorize any other person, firm or corporation to negotiate or act as leasing or rental agent with respect to any leases for space in the Property. Owner agrees to forward promptly all rental inquiries to Agent.
- 3.3 <u>Rental Rates.</u> Subject to minimum rental rates to be established by Owner, Agent is authorized to establish and change or revise all rents, fees, deposits and any other charges payable with respect to the Property.
- 3.4 <u>Enforcement of Leases.</u> Agent is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for the evicting or dispossessing of tenants or other persons from the Property. Agent is authorized to sign and serve such notices as Agent deems necessary for lease enforcement, including the collection of rent or other income. Agent is authorized, when expedient, to settle, compromise and release such legal actions

or suits or reinstate such tenancies. Any monies for such settlements paid by Agent shall not exceed \$2,500 plus court costs for any single legal action, proceeding or suit without prior approval by Owner. Attorney's fees, filing fees, court costs, and other necessary expenses incurred in connection with such actions and not recovered from tenants shall be paid out of the Operating Account or reimbursed directly to Agent by Owner. Unless Owner instructs otherwise in writing, Agent may select the attorney of its choice to handle such litigation.

ARTICLE 4 Collection of Rents and Other Receipts

- 4.1 Agent's Authority. Agent shall collect (and give receipts for, if necessary) all rents, charges and other amounts receivable on Owner's account in connection with the management and operation of the Property. Such receipts (except tenants' security deposits and advance rentals, which shall be handled as specified in Sections 2.4 and 4.3 hereof, and special charges which shall be handled as specified in Section 4.2 hereof) shall be deposited in the Operating Account maintained by Agent for the Property.
- 4.2 Special Charges. If permitted by applicable law, Agent may collect from tenants any or all of the following: (i) administrative charges for late payments of rent, (ii) charges for returned or non-negotiable checks, (iii) credit report fees, (iv) application fees, (v) pet fees, (vi) termination fees, (vii) parking fees, (viii) redecorating fees, and (ix) other similar charges and fees. Agent will account to Owner for such charges and/or fees, and deposit all such amounts in the Operating Account.
- 4.3 <u>Security Deposits</u>. Agent shall collect, deposit in the Security Deposit Account and disburse tenants' security deposits in accordance with the terms of each tenant's lease. Agent shall pay tenants interest upon such security deposits only if required by law to do so; otherwise, any interest earned on tenant security deposits is to be deposited in the Operating Account. Agent shall comply with all applicable state or local laws concerning the responsibility for security deposits and interest, if any.

ARTICLE 5 <u>Disbursement from Operating Account</u>

- 5.1 Operating Expenses. From the Operating Account, Agent is hereby authorized to pay third party vendors or reimburse itself for all actual expenses and costs of operating the Property and for all other sums due Agent under this Agreement, including, without limitation, Agent's compensation and expenses under Article 16. Subject to the exceptions detailed in Article 10 herein, Owner's prior written consent shall be required for any non-budgeted operating expense that exceeds \$2,500.00 in any instance or \$10,000.00 annually in the aggregate (without such approval being unduly withheld). Said disbursements from the Operating Account shall be in the following order of priority:
 - (a) All sums due to reimburse Agent for payroll expense.
 - (b) All sums due for debt service, insurance and taxes.
 - (c) All sums due Agent for management fees as set out in Article 17.

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- (d) All other sums due Agent as set out in Article 16.
- (e) All sums due third-party vendors for services provided in the operation of the Property.
- (f) Capital expenditures authorized by Owner.
- 5.2 <u>Debt Service and Other Recurring Payments</u>. Owner shall give Agent advance written notice of at least thirty (30) days if Owner shall desire Agent to make any additional monthly or recurring payments (such as mortgage indebtedness, taxes, special assessments, or insurance premiums) out of the proceeds from the Property. If Owner notifies Agent to make such payments after the beginning of the term of this Agreement, Agent and Owner shall establish a new Reserve amount pursuant to Section 2.3 of this Agreement, and Owner shall deposit and maintain this new Reserve amount with Agent at all times.
- 5.3 <u>Net Proceeds.</u> To the extent that funds are available, and after maintaining the Reserve amount as specified in Section 2.3 and Section 5.2, if applicable, Agent shall transmit cash balances to Owner periodically in accordance with Owner's written instructions which shall be delivered to Agent from time-to-time.

ARTICLE 6 Agent Not Required To Advance Funds

In the event that the balance in the Operating Account or any applicable Reserve is at any time insufficient to pay disbursements due and payable under Section 5.1 and 5.2 above, Owner shall, immediately upon notice, remit to Agent sufficient funds to cover the deficiency and fully fund the Operating Account and the applicable Reserve. In no event shall Agent be required to use its own funds to pay such disbursements, or to advance any monies to Owner, the Security Deposit Account, the Operating Account or any Reserve. In the event Agent elects to apply funds from the Reserve and/or advance its own funds to cover a deficiency in the Operating Account or the Security Deposit Account, Owner shall immediately upon receipt of notice (i) refund the amount paid from the Reserve and/or (ii) reimburse Agent for the amount advanced by Agent from its own funds.

ARTICLE 7 Financial and Other Reports

- 7.1 Monthly Reports/Schedules. On a monthly basis, Agent shall furnish Owner with a statement of receipts and disbursements from the operation of the Property during the prior calendar month. In addition, Agent shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed upon by both parties. All reports to be prepared and delivered by Agent pursuant to this Section 7 may be delivered or otherwise provided electronically to Owner, including by means of a client portal maintained by Agent, via electronic mail or other electronic delivery or production.
- 7.2 Books/Records and Special Accounting Projects and Reports. Agent shall at all times keep and maintain complete and accurate books, records and accounts, which records shall be subject to examination by Owner and its authorized representatives. Agent shall preserve all such books, records and accounts for at least two (2) years after the close of

the calendar year to which they relate. Owner shall have the right to request periodic audits of all applicable accounts managed by Agent, and the cost of such audit(s) shall be paid by Owner, unless such audit reveals that Agent has overstated operating expenses or understated revenue by more than 6%, in which event the cost of the audit shall be borne by Agent. To the extent any item of operating expenses and/or revenue is allocated or characterized at Owner's specific written request in a manner different from Agent's normal accounting procedures, any resulting discrepancy shall not be deemed to constitute an overstatement of operating expenses or an understatement of revenue for purposes of any audit conducted by Owner or its representatives.

7.3 <u>Tax Returns</u>. Except for (i) delivery by Agent to Owner of any tax bills, notices, or other tax information received by Agent from any governmental authority, (ii) payment of any taxes by Agent from the Operating Account pursuant to written instruction of Owner as provided in Section 5.2, and (iii) filing of returns and reports with respect to employees pursuant to Section 9.2, Agent shall have no duties or responsibilities of any nature with respect to taxes assessed against Owner or the Property.

ARTICLE 8 Advertising

Agent is authorized to advertise the Property or portions thereof for rent, using periodicals, signs, plans, brochures, displays, or such other means as Agent may deem proper and advisable. Agent is authorized to place signs on the Property advertising the Property for rent, provided such signs comply with applicable laws. The cost of such advertising shall be paid out of the Operating Account. All advertising shall confirm that Agent is the manager and not the owner of the Property. The costs of newspaper ads that share space with other properties managed by Agent shall be prorated based on a straight-line basis based upon the total number of apartment units so advertised.

ARTICLE 9 Employees

- 9.1 Agent's Authority to Hire. Agent is authorized to investigate, hire, train, pay, supervise and discharge all employees, contractors and other personnel necessary to be employed in the management, maintenance, and operation of the Property. All employees shall be deemed employees of the Agent and not employees of the Owner.
- 9.2 Owner Pays Employee Expenses. All wages and fringe benefits payable to such employees hired pursuant to Section 9.1 above, and all local, state and federal taxes and assessments (including but not limited to Social Security taxes, unemployment insurance, and workers' compensation insurance) incident to the employment of such personnel, shall be paid out of the Operating Account and shall be treated as operating expenses.
- 9.3 <u>Workers' Compensation Insurance</u>. Agent shall, at Owner's expense, insure the maintenance of workers' compensation insurance covering all liability of the employer under established workers' compensation laws.

- 9.4 <u>Hold Harmless, Labor Laws</u>. Agent shall be responsible for ensuring compliance with all applicable state or federal labor laws; provided, however, that Owner shall indemnify, defend, and save Agent harmless from all claims, investigations and suits related to employment actions taken by Agent at the specific written request of Owner that result in alleged or actual violation of state or federal labor laws, including payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expenses, and attorney's fees.
- 9.5 Restriction on Owner's Authority to Hire. Owner recognizes that Agent's employees are privileged to certain of Agent's unique methodologies, systems, forms and procedures. For the mutual consideration of entering into this Agreement, Owner and/or its affiliates agree not to hire, make any offer of employment to, or induce any employee of Agent to terminate such employment for a period of two (2) years following completion of this Agreement, without the written approval of a duly authorized officer of Agent. Upon written approval of a duly authorized officer of Agent, Owner and/or its affiliates may hire an Agent employee for a recruiting fee of no less than \$10,000 or as otherwise negotiated. Owner acknowledges and agrees that a violation by Owner of this Section 9.5 would result in substantial damage to Agent.
- 9.6 Agent's Authority to Engage Third Party. Agent shall have the authority to engage a third party which shall cause to be done and performed all or any portion of the acts required of Agent pursuant to this Article 9, and all costs of any such third-party entity engaged by Agent shall be paid by Owner. No such third-party engagement shall relieve Agent of primary responsibility for its obligations hereunder.

ARTICLE 10 Maintenance, Repair, Structural Alteration

- 10.1 <u>Maintenance and Repair</u>. Agent is authorized to make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in its present condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. Agent is also authorized to decorate the Property and to purchase or rent, on Owner's behalf, all equipment, tools, appliances, materials, supplies, uniforms, and other items necessary for the management, maintenance or operation of the Property. Such expenses shall be paid out of the Operating Accountant. This Article applies except where such expenses are tenants' responsibility as stipulated in a lease.
- 10.2 <u>Structural Alterations</u>. Owner expressly withholds from Agent any power or authority to make any structural changes in any building, or to make any other major alterations or additions in or to any such building, or to make any other major alterations or additions in or to any such building or to any equipment in any such building, or to incur any expense chargeable to Owner other than expenses related to exercising the express powers vested in Agent through this Agreement, without the prior written consent of Owner.
- 10.3 Rooftop HVAC Repairs. In the event the Property has rooftop HVAC units, Agent will perform a safety review to determine the safety measures available on/at the Property

with respect to rooftop repairs. The results of this review will determine if the onsite employees hired by Agent will be permitted to perform work and/or repairs on rooftop HVAC units. If the review determines that, pursuant to OSHA guidelines, third party, licensed contractors with specialized equipment and procedures only shall be permitted to perform such work, then Agent's employees will not perform rooftop repair work, and any rooftop repair work shall be completed by third party contractors at Owner's expense.

ARTICLE 11 Contracts, Utilities and Services

Agent is authorized to negotiate contracts for nonrecurring items of expense, provided that, unless approved by Owner, such contracts may not (i) exceed \$5,000 in amount or (ii) one year in length unless approved by Owner, and to enter into agreements in Owner's name for all necessary repairs, maintenance, minor alterations, and utility services. Agent shall, in Owner's name and at Owner's expense, make contracts on Owner's behalf for electricity, gas, telephone, fuel or water, and such other services as Agent shall deem necessary or prudent for the operation of the Property. All utility deposits shall be Owner's responsibility, except that Agent may pay same from the Operating Account at Owner's request.

ARTICLE 12 Relationship of Agent to Owner

- 12.1 Relationship. The relationship of the parties to this Agreement shall be that of principal and agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of Owner, in Owner's name, and for Owner's account. In taking any action under this Agreement, Agent shall be acting only as Agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of principal and agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. In no event shall Agent at any time during the period of this Agreement be considered a direct employee of Owner. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement; provided, however, that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.
- 12.2 Agent Assumes No Liability. Agent assumes no liability whatsoever for any acts of omission of Owner, or any previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any tenant in the payment of any rent or other charges due Owner or in the performance of any obligations owed by any tenant to Owner pursuant to any lease or otherwise. In no event does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of Owner in writing, and Owner shall promptly cure them.

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- 12.3 Indemnification and Hold Harmless. Indemnification and Hold Harmless. Owner shall indemnify, protect, defend and hold harmless Agent from and against any and all claims, losses, damages, costs, expenses (including reasonable attorneys' fees) or liability (collectively "Claims") asserted against and/or incurred by Agent resulting from or arising out of Agent's performance of its obligations under this Agreement, except that this indemnification shall not apply with respect to any Claims (i) resulting from any act by Agent outside the scope of Agent's authority hereunder, (ii) resulting from any act or failure to act constituting negligence, misconduct, fraud or breach of this Agreement, (iii) resulting from Claims made by current, former employees or applicants for employment arising from hiring, supervising or firing same, or (iv) any act by Agent, its employees, agents or contractors in violation of any applicable law.
- 12.4 Owner Responsibility for All Expenses of Litigation. Owner shall pay all expenses incurred by Agent, including, but not limited to, reasonable attorney's fees and Agent's costs and time, and any liability, fines, penalties or the like, in connection with any claim, proceeding or suit involving an alleged violation by Agent or Owner, or both, of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control, taxes or fair housing, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, or mental or physical handicap, to the extent Agent is acting on behalf of Owner. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent Owner in any such proceeding or suit. Owner shall pay reasonable expenses incurred by Agent in obtaining legal advice regarding compliance with any law affecting the Property or activities related to them. If such expenditure also benefits others for whom Agent in this Agreement acts in a similar capacity, Owner agrees to pay an apportioned amount of such expense.

ARTICLE 13 <u>Insurance</u>

Required Insurance. Owner shall obtain and keep in force adequate insurance, insuring 13.1 Owner and Agent against physical damage (e.g., special perils, machinery and equipment breakdown, etc.) and against liability for loss, damage, or injury to property or persons which might arise out of the ownership, occupancy, management, operations, or maintenance of the Property. The amounts and types of insurance shall be acceptable to both Owner and Agent, and any deductible required under such insurance policies shall be Owner's expense. Agent shall be named as an additional insured on all liability insurance maintained with respect to the Property. Owner's insurance shall be primary and shall not seek contribution from the liability insurance required of or maintained by Agent. Liability insurance shall be adequate to protect the interests of both Owner and Agent and in form, substance, and amounts reasonably satisfactory to Agent. Owner agrees to furnish Agent with certificates evidencing such insurance or with duplicate copies of such policies within thirty (30) days of the execution of this Agreement. If Owner fails to do so, Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the Operating Account. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as Owner and shall require a minimum of thirty (30) days' written notice to Agent before cancellation of or changes to

- said policies. Insurance premiums shall be treated as operating expenses and shall be paid out of the Operating Account.
- 13.2 <u>Waiver of Subrogation</u>. Notwithstanding any provision of this Agreement to the contrary, each of the parties waives and releases the other from any and all rights of recovery and subrogation against the other, its agents, officers and employees for any loss, cost, damage or injury that may occur on or to the Property (collectively the "Claims"), to the extent the Claims are insured by any available insurance coverage, regardless of whether the claims result from, are caused by or originate from the negligence of Owner or Agent or its respective agents, officers and employees or by or from any other source. Each party agrees to obtain a waiver of subrogation from its respective insurance companies to have the insurance policies endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of such mutual waivers and releases.

ARTICLE 14 Law and Ordinance Compliance

Agent does not assume and is given no responsibility for compliance of the Property or any building thereon or any equipment therein with the requirements of any building codes or with any statute, ordinance, law, or regulation of any government body or of any public authority or official thereof having jurisdiction, except to notify Owner promptly or forward to Owner promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. Owner represents that to the best of Owner's knowledge the Property and all such equipment comply with all such requirements, and Owner authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify and hold Agent, its representatives, servants and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed by reason of any present of future violation or alleged violation of such laws, ordinances, statutes, or regulations. Notwithstanding the foregoing, Agent shall be responsible for any violations of applicable laws to the extent Agent performs alterations to the Property without Owner's prior written consent and in violation of any such law.

ARTICLE 15 Termination

15.1 Termination for Cause. This Agreement shall terminate in any event, and all obligations of the parties hereunder shall cease (except as to liabilities or obligations which have accrued or arisen prior to such termination, or which accrue pursuant to Section 12.3 as a result of such termination, and obligations to insure and indemnify): (a) thirty (30) days after the receipt of notice by either party from the other specifying in detail a material breach of this Agreement, if such breach has not been cured within said thirty (30) day period; or if such breach is of a nature that it cannot be cured within said thirty (30) day period but can be cured within a reasonable time thereafter, if efforts to cure such breach have not commenced and/or such efforts are not proceeding and being continued diligently both during and after such thirty (30) day period prior to the breach being cured or (b) immediately upon written notice to the breaching party from the non-breaching party, in the event any particular breach of this Agreement occurs three (3) times or more

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during any calendar year after written notice in each such instance (regardless whether such breach is cured or not). The breach of any obligation of either party hereunder to pay any monies to the other party under the terms of this Agreement shall be deemed to be curable within thirty (30) days.

- 15.2 <u>Termination for Cause; Remedies</u>. If either party terminates this Agreement pursuant to Section 15.1 above, the non-breaching party may pursue any and all remedies available at law, in equity or under this Agreement against the breaching party.
- 15.3 <u>Termination Without Cause</u>. In addition to each party's rights under Section 15.1 above, this Agreement may be terminated by either Owner or Agent, without cause and for any or no reason, and without penalty, upon thirty (30) days' written notice to the other Party.
- Termination Without Cause; Remedies. If Owner terminates this Agreement without cause as provided in Section 15.3 above for any reason other than for a breach under Section 15.1 above, then in any such event, Owner shall pay Agent, as Agent's sole and exclusive remedy, all amounts payable to Agent hereunder through the effective date of such termination. To the extent that funds are available, such sums shall be payable from the Operating Account. Any amounts due Agent through the termination date in excess of the funds available from the Operating Account shall be paid from the Reserve or Security Deposit Account, and any amount due in excess of the funds available from the Reserve shall be paid by Owner to Agent on demand.
- 15.5 Owner Responsibility for Payments. Upon termination of or withdrawal from this Agreement, Owner shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of Owner and responsibility for payment of all unpaid bills, except to the extent such contracts or bills were entered into or incurred in violation of this Agreement. In addition, Owner shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on Owner's behalf under this Agreement.

Agent may withhold funds for ninety (90) days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to Owner, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or any tenant security deposits, or both, which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

ARTICLE 16 Miscellaneous

16.1 <u>Indemnification Survives Closing.</u> All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any

- proceeding or litigation by reason of having been Owner's Agent, such provisions shall apply as if this Agreement were still in full force and effect.
- 16.2 Headings. All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Both parties agree that this was a negotiated instrument.
- Force Majeure. Any delays in the performance of any obligation of either party under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies natural disasters, strikes, labor dispute, utility failures, governmental regulations, riots, adverse weather and other similar causes not within the control of the performing party, and any time periods required for performance shall be extended accordingly; provided, however, that any party relying on this Section 16.3 shall notify the other party of the event causing such delay within five (5) days following the initial occurrence thereof.
- Complete Agreement; Amendments. This Agreement, including any specified attachments, constitutes the entire agreement between Owner and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into and/or negotiated between Owner and Agent relating to the Property covered by this Agreement. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements express or implied, to such party, other than those expressly set forth herein. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and Agent. Except as otherwise expressly provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Owner and Agent in writing.
- 16.5 Accounting Fees. Not applicable.
- Applicable Law and Partial Invalidity. The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Tennessee. In the event that any provision of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to Owner. If Agent does not elect to terminate this Agreement, the balance will remain intact and the disputed provision will be given the widest interpretation as then determined by a court of law.
- 16.7 Notices. Any notices, demands, consents, and reports necessary or provided for under this Agreement shall be in writing and shall be addressed as follows, or at such other address as Owner and Agent individually may specify hereafter in writing:

Agent: Elmington Property Management, LLC

Attn.: Daniel P. Ford

118 16th Ave. South, Suite 200 Nashville, TN 37203

Owner:

Blue Hills Holdings, LLC 45 Annandale

Nashville, TN 37215

Such notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office. Such notices, demands, consents, and reports may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or seventy-two (72) hours after having been deposited in the United States mails as provided herein.

- 16.8 Successors and Assigns. This Agreement, and the rights and obligations set forth herein, shall not be assigned in whole or in part by either party without the prior written consent of the other party; provided, however, that Owner may assign this Agreement upon written notice to Agent in connection with a bona fide sale of the Property. Any purported assignment in violation of this paragraph shall be null and void.
- 16.9 <u>Jury Trial Waiver</u>. OWNER AND AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.
- 16.10 Attorney's Fees. In the event of any litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including, without limitation, reasonable attorney's and paralegal's fees and costs.
- 16.11 Waiver of Consequential Damages: IN NO EVENT SHALL MANAGER OR OWNER BE LIABLE FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES. IN NO EVENT SHALL ANY OFFICER, DIRECTOR, STOCKHOLDER, MEMBER OR MANAGER OF MANAGER OR OWNER HAVE ANY PERSONAL LIABILITY UNDER THIS AGREEMENT.

ARTICLE 17 Agent's Compensation and Management Fee

As compensation for the services provided by Agent under this Agreement (and exclusive of reimbursement of expenses to which Agent is entitled hereunder), Owner shall pay Agent as follows:

17.1 <u>Base Management Fee.</u> A set monthly fee for management services of three and one-quarter percent (3.25%) of Gross Receipts, as hereinafter defined, based on the total gross receipts from the Property for the then current calendar month subject to a minimum monthly fee as follows:

\$2,000/month billing starts April 1, 2021

\$3,000/month billing starts May 1, 2021

\$4,000/month billing starts June 1, 2021

The first projected date for delivery is June 1, 2021 so the minimum monthly fee will start on April 1, 2021. However, the actual delivery date will be confirmed in writing (via email) by Blue Hills Holdings, LLC when communicated to them by the construction company. Payments due Agent for periods of less than a calendar month shall be prorated over the number of days for which compensation is due. "Gross Receipts" shall include apartment rents, furniture rental, parking, forfeited security deposits applied to rental payments, late charges, judgments or awards (net of litigation costs) collected in the enforcement of any lease, income from coin-operated machines, proceeds from rental interruption insurance, application fees, and other miscellaneous income collected at the Property, but shall exclude all other receipts, including but not limited to, security deposits (other than forfeited deposits applied to rent), interest earned on property accounts, proceeds of claims on account of insurance policies (other than rental interruption insurance), abatement of taxes, and awards arising out of takings by eminent domain, discounts and dividends on insurance policies and bonus payments by service providers for installation of services or equipment (such as cable television or laundry machines) unless such contract is negotiated by Agent.

- 17.2 <u>For Rehabilitation</u>. In the event Owner requests Agent to supervise the rehabilitation of all or any portion of the Property, Agent shall receive a supervision fee equal to 10% of the actual cost of such rehabilitation, plus reimbursement of its direct expenses related thereto. Agent shall submit a budget to Owner prior to any such rehabilitation for Owner's approval.
- 17.3 For Fire or Other Casualty Restoration. In the event Owner requests Agent to supervise the fire or other casualty restoration of all or any portion of the Property, Agent shall receive a supervision fee equal to 14% of the actual cost of such fire or other casualty restoration, plus reimbursement of its direct expenses related thereto. Agent shall submit a budget to Owner prior to any such fire or other casualty restoration for Owner's approval.
- 17.4 <u>Interest on Unpaid Sums</u>. Any sums due Agent under any provision of this Agreement, and not paid within 10 days after such sums have become due, shall bear interest at the lesser of (i) 10% per annum or (ii) the maximum rate permitted by applicable law.
- 17.5 Incentive Management Fee. Upon commencement of leasing up the Property, Agent shall be entitled to an Incentive Management Fee based upon executing a successful lease

up. The Incentive Management Fee shall be based upon obtaining physical occupancy of the Property of 95%. Should the Property reach 95% physical occupancy per the agreed schedule below, the Agent will be entitled to an Incentive Management Fee in the amount outlined in the following structure:

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180 days following final unit delivery = $40,000
240 days following final unit delivery = $25,000
300 days following final unit delivery = $15,000
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If the Property does not achieve 95% physical occupancy within 300 days following final unit delivery, then Agent will not be entitled to an Incentive Management Fee.

Final unit delivery is described as starting from the delivery of Building B which is presently planned for July 1, 2021.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this as of the date first written above.

O	WN	ER:

Blue Hills Holdings, LLC

AGENT:

ELMINGTON PROPERTY MANAGEMENT, LLC

Name: Daniel P. Ford Title: Partner

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this as of the date first written above.

0	W	N	E	R

Blue Hills Holdings, LLC

Name: Nich Adler Title: Member

AGENT:

ELMINGTON PROPERTY MANAGEMENT, LLC

By:_ Name: Daniel P. Ford

Title: Partner



CERTIFICATION OF BENEFICIAL OWNER(S) OF LEGAL ENTITIES

needed.

c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

NOTE: (IF NO INDIVIDU	UAL MEETS THIS D	EFINITION, PLEASE ENTER "N	IOT APPLICABLE"	OR "N/A")	
Name	Date of Birth	Address (Residential OR Business STREET Address) No P.O. Boxes	For U.S. Persons Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number AND Country of Issuance, or other similar identification number ¹	Percentc Owner
NA					
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- d. The following information for <u>one</u> individual with significant responsibility for managing the legal entity listed above, such as:
 - An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
 - Any other individual who regularly performs similar functions.

(if appropriate, an individual lis	ted under section	(c) above may also be listed in	this section (d)).	
Name/Title	Date of Birth	Address (Residential OR	For U.S. Persons	For Non-U.S. Persons:
		Business STREET Address)	Social Security	Social Security Number,
		No P.O. Boxes	Number	Passport Number AND
				Country of Issuance, or other
				similar identification number¹
Nick Adler Member	6/21/75	45 Annandale, Noshville	060683379	
106111		37215		
1, NICK HOLLER	 (name of natu	ral person opening account),	hereby certify, to	the best of my
knowledge, that the inform	ation provided a	bove is complete and correc	t.	
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Signature:			Date:	-/10/21

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 $\mathbf{\omega}$ Radius at Donelson Rent Roll Report

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Radius at Donelson Rent Roll Report Page 1 of 4

Radius at Donelson Rent Roll Report

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Prior Cu Leased Le Rent H				21.6	153		- \$1,7	:is		-		5.55	-	-		, ts –	\$1,5	- \$1,5	1.5			3 0	1			1	, E			- \$1,	- \$1,	- \$1,	- S1,	- \$1,	- \$1,	- \$1,		- 81,	- 51,	T	1		Ť	1 1	
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Resident	Runyan, Kate	Tamowski, Annabelle	I hornton, Gabrielle		Thomas, Titeyanna	Bryant, Isaiah	Monrreal, Miya	Young, Maya	1	Palmera, Ninoska	The second	Williams, Phylis	Wiseman Samantha	Spears Madeline	1	ı	1	1	1	1		1		1		1	1	!		-	100 mm	****		ı		ı		ı	-	1		-	1		
Status	Occ / No NTV		<u>.</u>	Vac- Ready	>	t	Occ / No NTV	Occ / No NTV	Vac - Ready	Dec / No NTV	Vac - Ready	Vac- Peadu		Ť.	Vac - Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac - Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac - Ready	Vac / Not Ready	Vac / Not Ready	Vac - Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	Vac / Not Ready	vac / Not Ready
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or Beds/ n Baths				777	-	H	-	1/1	-			7 7	-	+	H	-		2 1/1	1/1		d			H	-	H	2/2	1		-		-		-	1/1		2 1/1		1	+			1/1		i/n
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Radius at Donelson Rent Roll Report Page 2 of 4

Radius at Donelson Rent Roll Report

Applicant Applicant Scheduled
Status
Murray, Stephen Approved 09/10/2021
Schumann, Anthony Approved 09/17/2021
Khan, Najeeb Approved 09/24/2021
Milele, Marissa Approved 09/15/2021
Phengsisomboun, Approved 09/25/2021 Christopher
Lamphear, Brendon Approved 09/15/2021
Hayes, Terethia Approved 09/17/2021
Novak, Rachel Approved 09/06/2021
Bradshaw, Alexandra Approved 09/08/2021
Approved
Tucker, Taylor Approved 09/18/2021
Approved
Fortes, Nicole Approved 09/10/2021
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Knowles, Shonika Approved
Lowe, Samantha Approved
Miller, Erinne Approved
Saraf, fawaz Approved
Walker, Alexandra Approved
Haroon, Shahzada Approved
Hollenbeck, Matthew Approved
Highfill, Brandon Approved 09/15/2021
1

Occupancy %	36.4%	100.0%	100.0%	100.0%	16.7%	16.7%	15,4%	100.0%	0.0%	100.0%	
9											
Occupied Units	12	80	2	2	_	-	2	-	1	-	
0											
17.											
easad Rent/SqFt	\$1.84	\$1.80	\$1.60	\$1.62	\$1.60	\$1.58	\$1,58	\$0.00	\$1.58	\$1.75	
3											
Ę											
Aarket Rent/SqFt	\$2.04	\$2.08	\$1.62	\$1.65	\$1.62	\$1.62	\$1.63	\$1.63	\$1.61	\$2.05	
W											
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eased Rent Average	\$1,264.50	\$1,216.25	\$1,617.50	\$1,632.50	\$1,785.67	\$1,763.17	\$1,668.77	\$0.00	\$1,565.00	\$1,120.00	t on
Lea										The state of the s	Radius at Donelson Rent Roll Report Page 3 of 4
								-		and	adius at Rent Ro Page
Queting Rent	\$1,389.00	\$1,370.00	\$1,595.00	\$1,595.00	\$1,799.00	\$1,799,00	\$1,698.00	\$1,743.00	\$1,565.00	\$1,310.00	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
											A TOTAL A TOTA
Market Rent	\$1,403.55	\$1,399.38	\$1,632.50	\$1,662.50	\$1,818.17	\$1,813.17	\$1,714.92	\$1,798.00	\$1,595.00	\$1,310.00	
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		-		desiral property of the second desiral property of							
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Units	33	8	2	2	9	9	13	1		1	
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Floor Plan	A2	A3	B7	88	83	84	B2	B10	86	83	To be a final and
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T Floor Plan Summary © Case 3

Radius at Donelson Rent Roll Report Page 4 of 4

Radius at Donelson Rent Roll Report 08-28-2021

					and an annual state of the stat						
ccupancy %	71.4%	47.6%	100.0%	66.7%	22.2%	100.0%	100.0%	0.0%	0.0%	0.0%	42.97%
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its											1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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nt/SqFt		8	3	2	9	7	9	6	o.	8	0
Leased Rer	\$1.50	\$1.86	\$1.75	\$1.56	\$1.59	\$1.67	\$1.66	\$1.69	\$1.8	\$1.68	\$1.70
tent/SqFt	.61	70.		.60	.62	.00	\$2.00	E8:	80	.98	.82
Market	8	28	23	S	S	\$2	83	ţ\$	\$2	\$	55
Rent Average	1,668.57	1,289.48	1,295.00	1,645.00	1,675.43	1,009.00	\$998.00	3998.00	1,181.67	1,044.00	1,416.62
Pessed	S	is	S	S	S	in		0,	တ	in	· co
						The same of the sa					
Quating Rent	\$1,675.00	\$1,389.00	\$1,520.00	\$1,675.00	\$1,698.00	\$1,205.00	\$1,205.00	\$1,078.00	\$1,285.00	\$1,280.00	\$1,503.65
n		and the second s					2000				Part of the second
Market Re	\$1,692.14	\$1,398.52	\$1,575.00	\$1,687.50	\$1,713.56	\$1,205.00	\$1,205.00	\$1,078.00	\$1,301.67	\$1,234.00	\$1,519,10
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Sq. F	1052	687	747	1052	103	603	603	586	626	623	836
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oor Plan	85	A1	A4	BS	18	£2	28	E	E4	8	and Total
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EXHIBIT C

> Radius at Donelson Rent Roll Report

Schaduled Move-In Date	1	ı	-	ı	1	_	1	-	1	1		1	1	ı	1	1	1	1	-	1	-	1	1	1	_	-	1	1	1	1	1	1	J	1	1	1	ı]	1 1	1	1		1	-	1	1	1
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Move-Out Date	ı	1	08/31/2021	1	1	1	1	1		ı	1	1	-		1	ı		***	****	ı	1	ı	1	ı	1	1	1				1 1	1	ı	1	1	-	1	1	1				****	1	L	ı	1
Balance	1	\$1,390.17	+	\$725,34		1	1	\$1,637.49	\$157.00	1	\$2,651.54	1	1	1	1	\$0.80	\$855.00	1	\$1,177.50	\$3,033.08	\$25.00	ı	\$5,495.00	1		i	1	\$700.00	1	60.01	\$437.01	1	\$2,115.00	\$660.22	1	-	ı	1	1	1	1			\$500.00	\$1,512.50	1	1
Charged Unit Fees	1	\$40.00			240.00	\$40.00			\$40.00			\$40.00	\$40.00	\$40.00	\$40.00				\$40.00		\$15.00			\$40.00	\$40.00	\$40.00	\$40,00	\$40.00	\$40.00	940.00	\$40.00	1		\$40.00	\$40,00	\$40.00	\$40.00	\$40.00	540.00	040.00	940.00	\$40.00	\$40.00	\$40.00		\$40.00	\$40.00
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Resident S Rent	1	\$1,205.00	1	\$1,235.00	\$1,205.00	\$1,315.00	\$1,645.00	\$1,645.00	21,789.00	\$1,759.00	\$1,650.00	\$1,205.00	\$1,780.00	\$1,768.00	\$1,180.00	\$1,502.00	\$1,120.00	\$1,620.00	\$1,590.00	\$1,680.00	\$1,249.00	\$1,249.00	\$1,675.00	\$1,219.00	\$1,295.00	\$1,670.00	\$1,655.00	\$1,224.00	\$1,199,00	01,233.00	\$1,635,00	\$1,635.00	\$1,199.00	\$1,199.00	\$1,199.00	\$1,020.00	\$1,700.00	\$1,630.00	\$1,630.00	51,040,00	01,199,00	61 100 00	ST 279 00	\$1,665,00	\$1,650.00	\$1,199.00	\$448 DO
Current Re Leasad Rent	i	\$1,205.00 \$1	+										\$1,180.00 \$1							\$1,680.00 \$1								\$1,224.00 \$1				-					\$1,700.00 \$1			51,040,00		-	+	-	-		\$000000
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Under Market Rent Gross Rent Eviction Limit		\$1,420.00		Ì						\$1,824.00			\$1,370.00										\$1,738.00						\$1,389.00		\$1,404.00									\$1,6/5.00	1	\$1,489,00				\$1,389.00	01 404 00
nder Marke ction	1,47	- \$1,40	- \$1,34	- \$1,4;	- \$1,3	- 51,4	91,6	- \$1,6	- \$1,8:	S1,8;	- \$1,7	51,3	- \$1,3	7,18 -	133	- \$1,5	- \$1,3	9,1%	9,18	7,18 -	7,1%	41,4	- \$1,7:	+ \$1,4	- \$1,5	1,17	- \$1,7I	E'13			1 1 S	91.6	18,13	- \$1,3		- \$1,2						2 6		1			61.7
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Resident	ı	Caldwell, Russ	1	Hall, Taner	Jones, Tracy	Harvey, Shaun	Collier, Jonathan	Robertson, Rebekah	Komisarek, Elle	Barth, Austin	Tarrant, Michael	Salas, Clayton	Omar, Nasra	Jackson, Robert	Romney, Carlan	Sheffield, Lenita	Donahue, Simme	Manning, Mitchell	Pokora, Shelby	Mall, Lily	Clore, Andrew	Boise, Lance	THURMAN, DEBRA	Rosales, Maxine	Bruce, Brittany	Harris, Angel	Adams, Dylan	Stewart, marise	Lynn, Tyler	Johnson, Natalie	Faust, Jake	Sparkman Benjamin 09/07/2021	Alexander, Corey	Gillis, Mariah	Cook, Riley	Jenkins, Sydnee	Lascara, Grace	Harris, Tyler	Hill, Carlos	Kidd, Tiarra	Wilson, Jarred	Haddad, Cheyenne	Michemore, Asimey	Gomez Kavla	Gibson, Trinity	Mccord, Chase	Derber Lunda
Status	Property Model	Occ / No NTV	Vac - Ready	Occ / No NTV	Occ / No NTV	Dcc / No NTV	Occ / No NTV C	Occ / No NTV Ro	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV E				Occ / No NTV	Occ / No NTV	Dec / No NTV TI	Occ / No NTV	Occ/No NTV	Occ / No NTV		Occ / No NTV		-	Dec / No NTV		1	Dcc / No NTV	Occ / No NTV		Doc / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV		Occ/No NTV	t	-	Occ / No NTV	Occ / No NTV	Can Che NTI
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Floor Plan	A2	A3	A3	A3	A3	A3	87	88	83	84	82	А3	A3	810	Д3	68	83	88	87	88	A1	A1	B2	A2	A4	98	85	A2	LA1	A2	A F	. 68	LA.	42	A2	E2	B2	86	886	98	A2	TA S	A2	£ 6	B2	A1	4.5
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Radius at Donelson Rent Roll Report Page 1 of 4

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Radius at Donelson Rent Roll Report

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Radius at Donelson Rent Roll Report Page 2 of 4

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Radius at Donelson Rent Roll Report

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Radius at Donelson Rent Roll Report Page 4 of 4

Radius at Donelson Rent Roll Report 10-27-2021

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Radius at Donelson Rent Roll Report 02-28-2022

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Resident	Martin, Amaya	Caldwell, Russ	Brady, Ricky	Hall, Taner	Jones, Iracy	riarvey, snaun	Doborteon Doboloh	Komisarak Ella	Docth Amer	Barth, Austin	larrant, Michael	Newquist, Patrick	Alvarado, Kailee	Pompey Carlan	Sheffield Lenita	Donahue, Simme	Manning, Mitchel	Pokora, Shelby	Moll, Lify	Clore, Andrew	Boise, Lance	THURMAN, DEBRA	Rosales, Maxine	Hamir Angel	Adams, Dylan	Stewart, marise	Lynn, Tyler	Johnson, Natalie	Faust, Jake	Blackwood, Amanda	deppe, elisabeth	Alexander, Corey	Goot, Diferran	Jenkins, Sydnee	Lascara, Grace	Harris, Tyler	Hill, Carlos	Kidd, Tiarra	Wilson, Jarred	Haddad, Cheyenne	McLemore, Ashley	Buetiner, Megan	Gibson, Trintty	Mccord Chase	Parker Lynda	Ekin, Guelay	
Status	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No Ni v	Dec / No NI V	1		1	Occ / No N V	+	+	Occ / No NIV	Occ. No NTV	Oce / No NTV		-	Occ / No NTV	Occ / No NTV	Occ / No NTV			Occ / No NTV	Occ./ No NEV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV B		Occ / No NTV	Oce / No NIV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV		+	- 1	1	Occ / No NTV	Oce / No NTV	VLNBN	Occ / No NTV	
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Radius at Donelson Rent Roll Report 02-28-2022

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	r Current od Leased Rent		\$1,645.00	\$1,645.00	\$1,640.00	\$1,540.00	\$1,234.00	\$1,234.00	\$1,199.00	\$1,209	\$1,645.00	\$1,723.00	\$1,369.00	\$1,224.00	\$1,234.00	\$998.00	\$1,685.00	\$1,655.00	\$1,389.00	\$1,279.00	\$1,150.00	\$1,359.00	\$1,738.00	\$1,705.00	\$1,359.00	\$1,389	\$998.00	\$1,215.00	\$1,310,00	\$1,685.00	\$1,738.00	\$1,774.00	\$1,799.00	\$1,799.00	\$1,389.00	\$1,389	\$1,698.00	\$1,289.00			\$1,199.00	\$1,289.00	\$1,279.00	\$1,329.00	\$1,635.00	\$1,648.00	\$1,279.00	\$1,279.00	2898,00
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	Market Rent	\$1,230.0	\$1,730.00	\$1,740.00	\$1,735.00	\$1,740.0	\$1,399.00	\$1,440.00	\$1,399.0	\$1,440.0	\$1,760.0	\$1,723.00	\$1,440.0	\$1,414.0	\$1,399.0	\$1,230.0	\$1,740.0	\$1,750.0	\$1,444.0	\$1,444.0	\$1,414.0	\$1,455.0	\$1,790.0	\$1,738.0	\$1,470.0	\$1,459.0	\$1,100.0	\$1,370.0	\$1,429.0	\$1,820.0	\$1,738.0	\$1,839,00	\$1.799.0	\$1,799.0	\$1,430.0	\$1,430.0	\$1,713.0	\$1,389.0	\$1,389.0	\$1,260.0	\$1,389.0	\$1,389.0	\$1,430.0	\$1,389.0	\$1,698.0	\$1,750.0	\$1,389.00	51,430.0	\$1,100.00
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	Lease End Date	08/25/2022		09/23/2022	10/01/2022	09/23/2022	08/23/2022	08/23/2022	08/20/2022	08/23/2022	09/21/2022	08/21/2022	08/13/2022	08/23/2022	08/23/2022	08/20/2022	09/23/2022	10/07/2022	10/01/2022	10/15/2022	10/17/2022	09/21/2022		-		10/27/2022		4				10/16/2022	10/15/2022	09/16/2022	10/26/2022	10/01/2022	10/04/2022		11/16/2022			09/18/2022			-				09/17/2022
	Lease Start Date	08/25/2021	08/23/2021	08/23/2021	09/01/2021	08/23/2021	08/23/2021	08/23/2021	08/20/2021	08/23/2021	08/21/2021	08/21/2021	08/13/2021	08/23/2021	08/23/2021	08/20/2021	08/23/2021	1202/12021	10/01/2021	09/15/2021	1202/11/60	09/21/2021	09/24/2021	10/01/2021	09/15/2021	09/27/2021	09/17/2021	09/10/2021	09/30/2021	09/17/2021	10/11/2027	10/01/2021	09/15/2021	09/16/2021	10/26/2021	10/01/2021	10/04/2021	09/15/2021	10/16/2021	09/21/2021	09/24/2021	09/18/2021	10/01/2021	10/01/2021	02/15/2022	09/15/2021	09/17/2021	09/15/2021	09/17/2021
	Move-In Date	08/25/2021	08/23/2021	08/23/2021	09/01/2021	08/23/2021	08/23/2021	08/23/2021	08/20/2021	08/23/2021	08/21/2021	08/21/2021	08/13/2021	08/23/2021	08/23/2021	08/20/2021	08/23/2021	09/07/2021	10/01/2021	09/15/2021	09/17/2021	09/21/2021	09/24/2021	10/01/2021	09/15/2021	09/27/2021	09/17/2021	09/10/2021	09/30/2021	09/17/2021	10/11/2021	10/01/2021	09/15/2021	09/16/2021	10/26/2021	10/01/2021	10/04/2021	09/15/2021	10/16/2021	09/21/2021	09/24/2021	09/18/2021	10/01/2021	10/01/2021	09/15/2021	09/15/2021	09/17/2021	09/15/2021	09/17/2021
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	Resident	Runyan, Kate	Tamowski, Annabelle	Thornton, Gabrielle	Allen, Kaleigh	Marsh, Trent	Thomas, Titeyanna	Bryant, Isalah	Monrreal, Miya	Young, Maya	Lam, Linken	Palmera, Ninoska	Schreiber, Elizabeth	Williams, Phyllis	Kostiuk, Joely	Wiseman, Samantha	Spears, Madeline	Bilgo, Rylee	Bretz, Charlle	Bennett, McKenzie	Davis, Brittany	Roberts, Steven	Rogers, Trevante	Dallas, Britta	Littleton, Anna	Brown, Sterling	Gower, Korie	Brinkman, Rich	Saraphanh, Malesa	Rambo, Christopher	harris, alexis	Harper, Caroline	Hamlin Arlanna	Spelta. Cynthia	Mitchell, Ariane	Gill, Martin	Bretz, Charlie	Hall, Kennedi	Doss, Qierra	Milele, Justin	Holmes, Morgan	Bailey, Olivia	KESSLER, DAWN	Franking, Astashia	Pearl, Taylor	Crew, Kasheka	Orr, Gabrielle	Simko, Ashlie	Martin, Jazayah
	Status	Occ / No NTV	Occ / No NTV	Dcc / No NTV	Occ / No NTV	Occ / No NTV	Dcc / No NTV	Occ./ NTV	Dee / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Dcc / No NTV	Occ / No NTV	Dec / No NTV	Occ / No NTV	Dec / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Dec / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Oct / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Dcc / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / Na NTV
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S STANDING STANDS	Lint	-835 -835	283	284	0035	236	237	238	69	940	2	742	1 2 2 3	1344	245	246	4	810	301	302	303	304	305	900	<u>ئۇ</u> ر	308	ã	90	Ē	312	£7	2 2	316	317	8	219	S C	3 21	322	2573	32 4	0 25	326	3	88	539	08		325

Radius at Donelson Rent Roll Report Page 2 of 4

Radius at Donelson Rent Roll Report

Rent Applicant Applicant Schaduled Status Move-in Date	1 1 1	1		1			1	1	1	1			1	1		1	1	1	1]		en e		1				1	
Quoting Rent	1	1	1	1	1	1	1	1	1	1	1		1	1	1	1	1	1	1	1	1	1	1	ı	1	l	\$1,809.00	1	1
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Balance	1	1	1	\$721.87	1	1	\$417.00	1	1	ı	1	ı	\$1,238.20	ì	\$1,304.00	1	1	\$2,022.00	1	ı	1	ı	***	ſ	1	1	\$4,567.77	\$2,003.00	DA 605 00 - 622 153 70
Charged Unit Fees	\$15.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$15.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$15.00	\$40.00	\$40.00	\$40,00	\$40.00	\$40.00	\$40.00	\$40,00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	00 200 70
Subsidy Rent	1	1	1	1	ı	ı	1	1	1	1	1	ı	1	1	1	ı	1	1	1	ı	L	ı	ı	ı	1	1	1	1	00.00
Resident	1,279.00	\$1,635.00	1,720.00	\$1,764.00	\$1,734.00	\$1,774.00	\$1,782.00	\$1,350.00	\$1,339.00	\$1,708.00	\$1,369.00	\$1,199.00	\$998.00	\$1,234.00	\$1,289,00	\$1,279.00	\$1,199.00	\$1,675.00	\$1,698.00	\$1,234.00	\$1,279.00	\$998.00	\$1,235.00	\$1,209.00	\$1,708.00	\$1,708.00	\$1,744.00	\$1,809.00	100000
Current Leased Pent	0	1	-		\$1,734.00	\$1,774.00	\$1,782.00	\$1,350.00	\$1,339.00	\$1,708.00	\$1,369.00	\$1,199.00	\$998.00	\$1,234.00		\$1,279.00	\$1,199.00	\$1,675.00	\$1,698.00	\$1,234.00	\$1,279.00	\$998.00	\$1,235.00	\$1,209.00	\$1,708.00	\$1,708.00		\$1,809.00	0 0000010 01000000
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Gross Rent Limit L	\$1,389.00	\$1,698.00	\$1,750.00	\$1,799.00	\$1,799.00	\$1,809.00	\$1,809.00	\$1,440.00	\$1,440.00	\$1,708.00	\$1,399.00	\$1,399.00	\$1,168.00	\$1,399.00	\$1,399.00	\$1,440.00	\$1,399.00	\$1,760.00	\$1,708.00	\$1,399.00	\$1,440.00	\$1,100.00	\$1,340.00	\$1,399.00	\$1,708.00	\$1,760.00	\$1,809.00	31,809.00	0000000
j j	\$1,389.00	0		\$1,799.00	damen.	\$1,809.00	e		\$1,440.00 \$1,	\$1,708.00 \$1,	\$1,399.00 \$1,	13 00.668,13	\$1,168.00 \$1,		\$1,399.00 \$1,	\$1,440.00 \$1,	-			\$1,399.00 \$1,	\$1,440.00 \$1,	\$1,100.00 \$1,	\$1,340.00 \$1	\$1,399.00 \$1,	-	ļ		\$1,809.00 \$1,	ONDE OVED
Under Market F Eviction	1	-	31.	1,18	E I	3,18		1,1%	1 31	-	- 81		31	- \$15	- \$1;		1.31.	- 31,	- \$1,		33	1.5	- 31		ر ا	1,1%	Yes \$1,6	1,81,6	53.0
Lease End L Date E	10/15/2022	10/17/2022	09/17/2022	10/15/2022	10/25/2022	09/15/2022	10/01/2022	09/16/2022	09/23/2022	11/11/2022	09/18/2022	09/15/2022	09/18/2022	10/15/2022	09/17/2022	10/13/2022	11/01/2022	10/17/2022	10/01/2022	09/14/2022	10/15/2022	10/13/2022	09/13/2022	10/18/2022	09/20/2022	10/26/2022	10/16/2022	11/01/2022	
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Date Lease Start Date		021 09/17/2021	021 09/17/2021	021 09/15/2021	021 09/25/2021	021 09/15/2021		021 09/16/2021	021 09/23/2021		021 09/18/2021	021 09/15/2021	D21 09/18/2021	02/15/2027	1202/17/2021		10/01/2021	021 09/17/2021	021 10/01/2021	02/15/2021	021 09/15/2021	02/13/2027	1	021 09/17/2021	021 09/20/2021			ļ	Control of the last
Move-in Date	09/15/2021	1y 09/17/2021	09/17/2021	09/15/2021		n 09/15/2021	10/01/2021	09/16/2021	rs 09/23/2021	10/11/2021	09/18/2021	09/15/2027	D9/18/2021	09/15/2021	1202/17/2021	09/13/2021	10/01/2021	09/17/2021	10/01/2021	09/15/2021	09/15/2021	09/13/2021	09/13/2021	09/17/2021	1 09/20/2021	10/26/2021	le 09/16/2021	10/01/2021	
Resident	Murray, Stephen	Schumann, Anthony	Khan, Najeeb	Milele, Marissa	Phengsisomboun, Christopher	Lamphear, Brendon	Hayes, Terethla	Novak, Rachel	Bradshaw, Alexandra	Dietz, Camryn	Tucker, Taylor	Chapple, Aaron	Fortes, Nicole	Sarrett, Lexi	Muckey, Meg	Coker, Shane	Hill, Andraus	Derise, Lauren	Knowles, Shonika	Lowe, Samantha	Miller, Erinne	Burns, David	Chism, Jenna	Saraf, fawaz	Walker, Alexandra	Horner, Jesse	McFarland, Michelle	Highfill, Brandon	
Status	Occ/No NTV	Dcc / No NTV	Occ / No NTV	Occ / No NTV	Dec / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / No NTV	Occ / NTV	Occ / No NTV	
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Radius at Donelson Rent Roll Report Page 3 of 4

Floor Plan Summary D #: 254

Radius at Donelson Rent Roll Report Page 4 of 4

Radius at Donelson Rent Roll Report 02-28-2022

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